

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
(PHILADELPHIA)**

IN RE:

Harry M. Scrignoli, Jr.

Debtor

CHAPTER 13

CASE NO.: 18-18285-amc

HEARING DATE: 01/31/2024

TIME: 11:00 a.m.

LOCATION: Courtroom #4

**MOTION OF NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, FOR
RELIEF FROM THE AUTOMATIC STAY PROVISIONS OF 11 U.S.C. § 362(A) TO
PERMIT MOVANT TO COMMENCE OR CONTINUE FORECLOSURE
PROCEEDINGS ON 309 CRESENT HILL DRIVE, HAVERTOWN, PA 19083**

AND NOW COMES, NEWREZ LLC D/B/A SHELLPOINT MORTGAGE
SERVICING (“Movant”), by and through its attorneys, Hill Wallack LLP, and respectfully
represents as follows:

1. This Motion (the “Motion”) is filed by Movant for relief from the automatic stay provisions of 11 U.S.C. § 362(a) to permit Movant to commence or continue its foreclosure on real property located at 309 Cresent Hill Drive, Havertown, PA 19083 (the “Mortgaged Premises”).

2. On or about March 16, 2007, Harry M Scrignoli (“Debtor”) executed and delivered to Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.), a Fixed Rate Note (“Promissory Note”) in the principal amount of \$306,000.00. A true and correct copy of the Promissory Note is attached hereto and made a part hereof as Exhibit “A.”

3. To secure the obligations under the Promissory Note, Debtor granted Mortgage Electronic Registration Systems, Inc., as nominee for Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.), its successors and assigns a valid, enforceable, and recorded first lien and mortgage (the “Mortgage”) on the Mortgaged Premises, all of the terms of which are incorporated herein by reference as if fully set forth at length, which Mortgage was thereafter recorded in the Delaware County Recorder of Deeds Office on March 23, 2007 as

Doc. Id # 2007026835 in Book 4059 at Page 1448. A true and correct copy of the Mortgage is attached hereto and made a part hereof as Exhibit “B.”

4. Movant is the current mortgagee by virtue of an Assignment of Mortgage. True and correct copies of the recorded Assignment of Mortgage Chain are attached hereto and made apart hereof as Exhibit “C.”

5. Debtor entered into a loan modification with the prior servicer in or around July 28, 2021. A true and correct copy of the Loan Modification Agreement is attached hereto and made a part hereof as Exhibit “D”.

6. NewRez LLC d/b/a Shellpoint Mortgage Servicing services the underlying mortgage loan and note for the property referenced in this motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is endorsed in blank. Movant is the beneficiary or the assignee of the Mortgage.

7. On December 18, 2018, Debtor filed a petition for relief under Chapter 13 of the United States Bankruptcy Code.

8. The Debtor in their Amended Schedule A/B filed on July 2, 2019, states that the current value of the Mortgaged Premises is \$280,000.00.

9. Movant filed its Amended Proof of Claim on July 11, 2022 as Claim #7-2. The Proof of Claim is in the amount of \$270,927.57 with pre-petition arrears paid in the amount of \$3,199.84 together with additional legal fees and costs and taxes due and payable on the Mortgaged Premises.

10. As of December 13, 2023, the unpaid Principal Balance is \$224,116.65 and the total debt due is \$269,925.84 as December 13, 2023.

11. The Debtor in their Amended Chapter 13 Plan states that they will make post-petition monthly payments directly to Movant.

12. As of December 1, 2023, the current monthly payment on the Mortgage is \$1,775.80.

13. The Debtor is currently in arrears post-petition as of December 13, 2023 due to Debtor's failure to pay the post-petition payment due October 1, 2023 through December 1, 2023 in the amount of \$5,880.06 (\$2,052.13 x 2 months and \$1,775.80 x 1 month), less a suspense balance in the amount of \$455.65, for a total amount due of \$5,424.41. A post-petition ledger is attached hereto and made apart hereof as Exhibit "E."

14. Consequently, Movant is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d) (1) as the Debtor has defaulted on post-petition payments.

WHEREFORE, NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING respectfully requests that this Court enter an Order granting relief from the automatic stay provisions of 11 U.S.C. § 362(a) to allow Movant to proceed in its foreclosure of the Mortgaged Premises, to name the Debtor in the foreclosure suit solely for the purpose of foreclosing their interests in the Mortgaged Premises, and to allow Movant, or any other purchaser at the Sheriff's Sale, to take any legal action necessary to gain possession of the Mortgaged Premises.

Respectfully submitted,
By: /s/ Angela C. Pattison
Angela C. Pattison, Esq.,
Attorney ID 307611
Hill Wallack LLP
1415 Route 70 East, Suite 309
Cherry Hill, NJ 08034
Telephone 856-616-8086
Facsimile 856-616-8081
Email: apattison@hillwallack.com